CITY OF NEWTON PURCHASING DEPARTMENT

CONTRACT FOR UTILITIES DIVISION

REQUEST FOR PROPOSALS: FULL SERVICE - OPERATION & MAINTENANCE WATER & WASTEWATER PUMPING - STORAGE FACILITIES REQUEST FOR PROPOSALS #12-18

Pre-Proposal Meeting: October 6, 2011 at 11:00 a.m.

Proposal Submittal Date: October 14, 2011 at 11:00 a.m.

September 2011 Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT purchasing@newtonma.gov Fax (617) 796-1227

October 11, 2011

ADDENDUM #1

REQUEST FOR PROPOSALS #12-18

FULL SERVICE – OPERATION & MAINTENANCE WATER & WASTEWATER PUMPING – STORAGE FACILITIES

THIS ADDENDUM IS TO: Address items incorrectly stated within the formal document specifications:

- Page #32, Indent dot #6:

"Performed required repairs valued at less than \$1,000.00 to the equipment at the water and wastewater facilities at no additional cost to the city over and above the monthly O&M fee;"

Should Read:

"Performed required repairs valued at less than \$2,500.00 to the equipment at the water and wastewater facilities at no additional cost to the city over and above the monthly O&M fee:"

- Page #35, Year End Budget Summary, Outside Services, Year To Date Cost = \$1,000

Should Read: Year To Date Cost = \$2,500

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.

Rositha Durham
Chief Procurement Officer

Postla Durham

FULL SERVICE OPERATION AND MAINTENANCE WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

PART ONE:

BACKGROUND, SCOPE OF SERVICES AND PROPOSAL REQUIREMENTS

CITY OF NEWTON

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

FULL SERVICE OPERATION AND MAINTENANCE

WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

1.0 INTRODUCTION

1.1 Decision to Utilize a Request for Proposals

Due to the technical nature of the services required under the proposed contract, the City has determined that this procurement is best served by utilizing an RFP process. Such a process will enable the City to evaluate key factors such as the experience of the contractor and its staff and the quality of the planned approach to providing the services required by the proposed contract. Because the operation and maintenance of the water and wastewater facilities is a critically important service to the residents of Newton it is important that the City have the ability to select the most advantageous proposal on the basis of both cost and the technical expertise of the selected contractor.

1.2 Background

The City of Newton, Massachusetts, ("the City") with a population of approximately 82,000, through the Department of Public Works, is seeking Technical and Cost Proposals for provision of full contract management, operations and maintenance of the City's water and wastewater facilities, including all pumping stations, finished water storage tanks and related facilities as described subsequently in this Request for Proposals (RFP).

1.3 <u>Proposal Submission Requirements</u>

Due date for submittal of proposals is **October 14, 2011 at 11:00 a.m.** local time. A <u>site</u> visit is scheduled for **October 6, 2011 at 11:00 a.m.**, local time at the Quinobequin Road Pump Station, 136 Quinobequin Road, Newton.

Bidders shall submit six (6) copies each of their Technical Proposal and one (1) Price Proposal in **separate** sealed **envelopes**. All submittal requirements identified herein, with the exception of price, must be included with the Technical Proposal. All envelopes must be clearly labeled as to their contents, whether Technical or Price Proposal. Please mark envelopes with the Project Title and **RFP No. 12-18.**

Proposals must be delivered no later than the specified time to:

City of Newton
Office of the Chief Procurement Officer
1000 Commonwealth Ave.
Newton, MA 02459

Late proposals will not be accepted and will be returned unopened. There will be no public opening of proposals. Following the deadline for acceptance, a register of all firms submitting responses will be prepared for public inspection. Proposal contents will not be made public until after the City has completed evaluation. Price proposals will be securely kept by the Chief Procurement Officer and not disclosed to the Selection Team until it has completed evaluation of the Technical Proposals.

1.4 <u>Inspection and Evaluation of Facilities</u>

All interested proposers **must** inspect and evaluate all facilities, and review existing operational data and budget information provided by the City **prior to submitting a proposal**. Each interested proposer may be assigned up to two, four-hour days for an independent survey of the facilities in order to become familiar with current operation and maintenance practices and to research plant records.

1.5 Available Information

The following informational documents and data are contained within Appendix A hereto:

- A. Annual Report Summary dated 8/31/11 for the period between July 1, 2010-June 30, 2011 for the evaluation of 10 Wastewater Pump Stations and 7 Water Pumping and Storage Facilities.
- B. Proposed Five (5) Year Capital Improvement Program (CIP) for the City of Newton's Wastewater and Water Facilities dated 8/25/11.

Failure of any firm to familiarize itself with facilities and information shall in no way relieve the firm of its obligation with respect to its proposal.

1.5 Site Visit

A Site Visit is scheduled for October 6, 2011 at 11:00 a.m., local time at the Quinobequin Road Pump Station, 136 Quinobequin Road, Newton.

Questions shall be submitted to:

Rositha Durham, *Chief Procurement Officer* 1000 Commonwealth Ave. Newton, MA 02459

Fax: (617) 796-1227

E-mail: purchasing@newtonma.gov

Questions must be submitted, in writing to the Chief Procurement Officer via email at purchasing@newtonma.gov or fax at (617) 796-1227, no later than **Friday, October 7, 2011** at noon. All questions received shall be answered in the form of an addendum. All addenda will be posted on the City's website at www.ci.newton.ma.us/bids. It is the proposers' responsibility to ensure that they have received all addenda regarding this RFP.

If you download the proposal from the website and want to make your company known as having received the RFP, you must fax (617) 796-1227 or e-mail **purchasing@newtonma.gov** a notice on your company's letterhead, be sure to note the RFP #, Project Title, and provide a company name, phone and fax number.

Only responses and information provided in writing will be considered binding. The City will not be held accountable for and oral instruction or information.

1.6 <u>Evaluation of Proposals</u>

Proposals will be reviewed by a Selection team appointed by the Chief Procurement Officer, which will evaluate each proposal for responsiveness (based on the minimum criteria defined in "Contractor Qualifications"). All proposals satisfying the minimum criteria will then be rated according to the comparative evaluation criteria described in "Evaluation Criteria" of this the RFP. The contract operator submitting the proposal rated most advantageous to the City, in terms of the Technical Proposal and the Cost Proposal, will be awarded the contract. The Selection Team may, at its discretion, require an oral presentation by the individuals who will provide the services outlined in the proposal, to be scheduled at the convenience of the City.

1.7 Contract Award

A contract for the services requested herein will be awarded within sixty (60) days of the bid opening date.

1.8 <u>Contract Term</u>

The term of this Agreement shall begin at 12:01 a.m. on October 17, 2011 and continue up until 11:59 p.m. on October 16, 2014, subject to annual appropriation of funding every fiscal year by the City. As of the date of execution hereof funding is available for the first year of the Agreement as indicated by the statement of the Comptroller of Accounts on the signature page.

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2.0 DESCRIPTION OF FACILITIES

2.1 Pump Station Descriptions

The City of Newton owns and operates ten (10) sewage pumping stations and two (2) storm water pumping stations. The following is a brief description of these stations.

- Quinobequin Road Pump Station-The largest pump station in the City of Newton built in 1958 and rehabilitated in 1992. Constructed of cast-in-place concrete with a brick superstructure, (4) four 150 HP pumps at 1179 RPM with a capacity of 4800 GPM at a 78' TDH, pumps controlled by a bubbler system with a float backup system, 500 kW emergency stand by power, communitor, flow recorder, PLC instrumentation, telephone dialer (alarms), Carbon Filter ventilation (odor control), and heaters for dry and wet well sides of the station
- *Elliot Street Pump Station*-Built in 1991 and used for wet weather conditions only. Constructed of cast-in-place concrete with a brick superstructure. It consists of (4) four 100 HP pumps with a capacity of 4200 GPM controlled by a bubbler system with a float control backup system, 300 kW emergency standby power, communitor, flow recorder, PLC instrumentation, telephone dialer for alarm panel, carbon filter odor control system, heater system for dry and wet well side of pump station.
- Edgewater Park Pump Station-built in 1957, totally rehabilitated in 1992. Constructed of cast-in-place concrete with a pre-cast concrete and superstructure. Two 3 HP pumps with a capacity of 300 GPM at a 22' TDH pumps into the gravity sewer in Lyons Field near Commonwealth Avenue. Station consists of a 60 kW emergency standby power, instrumentation, dehumidification, heater, sump pump, alarm system with telephone dialer.
- Islington Road Pump Station-built in 1960, totally rehabilitated in 1992. Constructed of cast-in-place concrete with a pre-cast concrete superstructure. This station consists of two sections; dry well and a wet well. Dry well consists of 2-5 HP pumps with a capacity of 300 GPM @ 30' TDH that pumps into the gravity sewer at Lyons Field near Commonwealth Avenue. Included in dry well is a 60 kW emergency standby generator, instrumentation includes bubbler pump control system with a float backup system, flow recorder, dehumidification, heater, alarm system with telephone dialer, and sump pump.
- **Prairie Avenue Pump Station**-built in 1950, totally rehabilitated in 1992. Constructed of cast-in place concrete with a brick superstructure. This station contains 2-5 HP pumps rated at 100 GPM @ 18' TDH that pump to a gravity sewer located on Auburndale Avenue. In addition to this equipment, there is a sump pump, dehumidification, heater. Instrumentation consists of a bubbler pump control system with a float backup system, alarm system with telephone dialer. Emergency power system is a 30 kW portable generator.
- Longfellow Road Pump Station-built in 1965, totally rehabilitated in 1992. A prefabricated steel cylinder which is entirely underground. The station contains 2-7.5 HP pumps rated at 75 GPM @ 58' TDH that pump to a gravity sewer located on Longfellow Road. Instrumentation includes, bubbler pump control system with a float backup system, dehumidification, heater, sump pump, alarm system with telephone dialer. Emergency power system is a 30 kW portable generator.
- Waban Avenue Pump Station-built in 1963, totally rehabilitated in 1992. A prefabricated steel cylinder which is entirely underground. The station contains 2-1.5 HP pumps rated at 75 GPM @ 15 TDH that pump into the Cochituate Aqueduct. Instrumentation includes, bubbler pump control system with a float backup system, dehumidification, heater, sump pump, alarm system with telephone dialer. Emergency power system is a 30 kW portable generator.
- Oldham Road Pump Station-totally rehabilitated in 1992, Constructed of cast-in-place concrete located under the traveled way of Oldham Road. Access to this station is through a manhole cover. This station contains 2 pumps and their associated motors that pump to a gravity sewer located Oldham Road. Instrumentation includes bubbler pump control system with a float backup system, dehumidification, heater, sump pump, alarm system with a telephone dialer. Emergency power is a 30 kW portable generator.
- *Hamlet Street Pump Station*-installed in 1994 is a duplex package pump station constructed of a pre-cast concrete below ground structure with a 6'x6' above ground fiberglass housing. This station contains 2-3 HP V-belt driven

pumps rated at 100 GPM @ 29' TDH that pumps to a gravity sewer main located on Concord Road. Instrumentation includes bubbler pump controls with a float system backup, heater, and alarm system with a telephone dialer.

- *Grayson Lane Pump Station*-installed in 1992 is a duplex package pump station constructed of a pre-cast concrete below ground structure with a 6'x6' above ground fiberglass housing. This station contains 2-3 HP V-belt driven pumps that pump to a gravity sewer main located on Langley Road. Instrumentation includes, bubbler pump control with a float system backup, heater, and alarm system with a telephone dialer.
- Flowed Meadow Pump Station-installed in the 1980's is a 8'(W)x8'(L)x18'(D) below ground concrete cast in place structure with a 8' x 8' above ground brick enclosure. The station contains 1-30 HP Flight 3430 submersible pump with a float control system. Located on Marty Sender River Walk to the Auburndale Park, adjacent to #10 Forest Grove Road.
- **Dresser Pond Pump Station-**Below ground concrete cylindrical structure with access through a manhole frame and cover located in the front yard of #12 Radcliff Road. Station contains 1-1 HP submersible pump with a control panel operating off a single wide angle float.
- *Utilities Building Emergency Standby Generator*-Katolight continuos standby 60 Kw generator Model No. D60 FGP4 powered by a Perkins T4.236 diesel engine. Generator is located adjacent to the Utilities building at 60 Elliot Street Newton Highlands.

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2.3 <u>Distribution System</u>

In general the CITY OF NEWTON water distribution system consists of two (2) pressure districts. The Northern Pressure District consists of an area of Newton located to the north of Auburn Street and the Massachusetts Turnpike Extension. The Southern Pressure District encompasses the larger area of the City south of Auburn Street and the Massachusetts Turnpike Extension. Within the Southern Pressure District there are three (3) higher pressure subdistricts. These are the Chestnut Hill Pressure District (CHPD), Andover-Newton Theological, and Oak Hill Pressure District (OHPD).

The CHPD is comprised of the higher elevations of Newton surrounding the Waban Hill Reservoir. Two variable speed, 1200 GPM booster pumps within the underground *Manet Road Pumping Station* maintain a hydraulic gradient of approximately elevation 380 (BSD), controlled by a water rheostat on the discharge header. Included is a portable 75 KW emergency standby generator located at 60 Elliot Street (Utilities Building)

A pumping station local to the *Andover-Newton Theological* School contains a Dakota Package Pump Station equipped with 4 pumps (Jockey Pump 50 GPM/174' TDH, Fire Duty Pump 1200 GPM/174' TDH and 2 Booster pumps 600 GPM/174' TDH) Included is Emergency standby generator, telemetry for loss of pressure alarm. This pump station was replaced in 2001. This yields an operating gradient of between 435 and 480 feet.

The OHPD is supplied with water by the Newton Pumping Station located in Brookline, MA along with an auxiliary pump which is owned by the City and housed in the basement of *Engine No. 10 Fire House* on Dedham Street. A 24" watermain from the Newton Pumping Station pumps to a 0.4 million gallon *Oak Hill elevated tank* which has an overflow elevation of 379 feet.

Additional storage in the low pressure area of the Southern Pressure District is provided by two 0.4 million gallon elevated water tanks. The *Winchester Street and Stanton Avenue tanks* are equipped with altitude valves and have overflow elevations of 300 feet, which are 20 feet lower than the Waban Hill Reservoir. Therefore, these tanks provide usable water storage only for fire flow conditions.

3.0 SCOPE OF SERVICES

3.1 General

This RFP is for the full service operation and maintenance and total ongoing responsibility to the City of Newton by a qualified firm including operating staff, management, operation and maintenance of the City's facilities. The City requires that the selected contract operator maintain staffing and certification levels at the water and wastewater facilities in accordance with the staffing requirements of the Massachusetts Department of Environmental Protection (DEP).

3.2 Operation and Maintenance Services

- 3.2.1. Contractor shall provide full service operation and maintenance services as required for the water booster pumping stations, finished water storage facilities and wastewater pumping stations in strict compliance with all legal and regulatory requirements.
- 3.2.2 Contractor shall provide sufficient personnel who are qualified in technical and administrative/management issues, enabling them to satisfy regulatory requirements of a *Grade 4 wastewater collection and water distribution licenses* and provide O&M services in a responsible professional manner.
- 3.2.3 Contractor shall provide all consumables such as fuels, chemicals, supplies and lubricants as required for normal operation and maintenance. (Fuel for the Emergency Standby Generators will be supplied and delivered by the City of Newton, the contractor will be responsible for the oversight of fuel delivery when the generators are in need of re-fueling)
- 3.2.4 Contractor shall perform routine and normal maintenance of equipment, buildings and structures.

The contractor will be responsible for checking the storage tanks on a weekly basis, and the pumping facilities on a daily basis, provided however that on Sundays, in lieu of an on-site check, the contractor may check the pumping facilities by means of the SCADA network. If the contractor has reason to know that the SCADA network is inoperable or unreliable, contractor shall make an on-site check.

- 3.2.5 Equipment maintenance shall be performed in accordance with the procedures outlined in the manufacturer's O&M manuals for the equipment as well as accepted industry practice. The City does not warrant that the O&M manuals represent current as-built conditions. Contractor shall be responsible to field verify all information for accuracy.
- 3.2.6 Contractor shall make a weekly inspection of the Dresser Pond Pumping Station.
- 3.2.7 Contractor shall make a daily inspection of Flowed Meadow Pumping Station
- 3.2.8 Contractor shall perform routine and normal maintenance of the stand-by generators located at the following:
 Utility Building, 60 Elliot St.
 Manet Road water booster station.
- 3.2.9 The selected Contractor Operator will be responsible for submitting a complete inventory of spare parts, materials and chemicals currently on site within two weeks of assuming responsibility for operation and maintenance of the facilities.

 The Contractor shall provide the City with the same quantities or equivalent inventory upon termination of the contract.

Contractor shall be responsible to perform certain repairs and related services, to the equipment at the water and wastewater facilities, as described below.

Repairs that cost \$2,500.00 or less shall be performed by the Contractor at no additional cost to the City over and above the monthly O&M fee.

Repairs that cost more than \$2,500.00 but less than \$5,000.00 shall be performed by the Contractor at the hourly rate as established by the contract (see Section 4.2, Price Proposal). Required materials for such repairs will be reimbursed at the Contractor's cost plus 15%. The Contractor shall promptly notify the City concerning the need for such a repair and provide a proposed scope of work for the City's authorization. Upon authorization, the Contractor shall undertake the work and upon completion and acceptance by the City, the Contractor shall invoice the City based on the actual time and materials required to complete the repair.

For repairs that cost more than \$5,000.00 the Contractor shall promptly notify the City concerning the need for repair and provide specifications describing the necessary and appropriate repair. Such specifications shall be in a format suitable for the City to use either to carry out the work by in-house personnel or as the basis for a public bid(the choice between in-house repair or bid shall be solely the City's). The Contractor shall perform inspection of all repairs that are carried out in accordance with such specifications. The Contractor's work under this paragraph shall be at no additional cost to the City over and above the monthly O&M fee.

- 3.2.10 Under no circumstances will the contractor be compensated for any repair that, in the opinion of the City, is a result of the Contractor's failure to properly execute required operation and maintenance.
- 3.2.11 The City shall have sole discretion to determine whether a repair has been satisfactorily completed. The City further reserves the right to determine whether a repair is necessary and/or to perform the repair with its own forces.
- 3.2.12 Contractor shall develop, implement and update on an ongoing basis a proven maintenance management program for the facilities. Maintenance histories shall be kept in logs at the facilities and shall be considered the property of the City.
- 3.2.13 Contractor shall legally dispose of all scum, grit, screenings, trash and refuse from the contract-operated facilities. The contractor shall be required to completely clean the wetwells of each sewerage pumping station once over the life of this contract. A schedule for such work shall be provided to the Department of Public Works within 90 days of contract execution.
- 3.2.14 Contractor shall provide an effective odor abatement program for wastewater facilities, if directed by the City.
- 3.2.15 Contractor shall provide vibration tests on pumps located at the Quinobequin Road and Elliot Street pump stations annually and calibration tests for the flow meters located at the Quinobequin Rd., Elliot St., Manet Rd., Langley Rd. and Islington Rd. pump stations

- 3.3 Other Contractor Responsibilities
- 3.3.1 Contractor shall provide all necessary technical, management, administrative and labor relations personnel for backup and support of regular contract employees.
- 3.3.2 Contractor shall develop and present to the City a 5 year Capital Improvements Plan, separate from the Maintenance Reserve accounts, identifying major expenditures that may be necessary at the water and wastewater facilities either to restore, maintain, replace or upgrade the equipment for efficiency, safety, function and/or compliance with current and anticipated regulatory requirements. The Contract Operator will not be relieved of the responsibility to perform if the recommendations are not implemented.
- 3.3.3 Contractor shall provide to the City written monthly reports of operation and maintenance (both preventive and corrective) for the water and wastewater treatment facilities, and quarterly accounting of facility expenditures.
- 3.3.4 Contractor shall be liable for payment of all regulatory fines and penalties assessed against the City and/or the Contract Operator for non-compliance resulting from the acts and/or omissions of the Contract Operator, throughout the duration of the term of the contract.
- 3.3.5 Contractor shall allow and provide for 24-hour per day access to the facilities by City or regulatory personnel. Visits may be made at any time by any of the City's employees so designated by the Contract Administrator for the City. Keys for the facilities shall be provided to the City by the Contractor. It is understood that all visitors shall comply with the Contractor's operating and safety procedures.
- 3.3.6 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

Worker's Compensation: Per M.G.L. c..149, s.34 and c.. 152

As amended

General Liability: \$3,000,000 Combined Single Limit Professional Liability: \$3,000,000 Combined Single Limit

Automotive Liability: \$500,000 each person Personal Injury: \$1,000,000 aggregate

Property Damage: \$500,000

The City of Newton Owner shall be named as additional insured on the Contractor's General Liability Policies.

The Contractor shall not commence services until proof of compliance with this section has been furnished to the City by submitting a copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the City at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the City is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

- 3.3.7 Prior to execution of the contract and annually on each anniversary thereafter, the Contractor shall provide a performance bond, executed by a surety company licensed for such transactions in the Commonwealth of Massachusetts, in the amount of 100% of the annual contract price.
- 3.4 Emergency Response
- 3.4.1 Contractor shall be fully responsible for responding to all alarm conditions and other emergency situations occurring at the facilities on a 7 day per week, 24 hour per day basis. See also Section 5.1 D of the minimum criteria regarding proximity of residence of emergency response personnel.
- 3.4.2 Facilities are equipped with SCADA (Intellution & PC Anywhere software, Gateway Micro-Tower, Allen Bradley PLC) and alarm equipment connected to automatic telephone dialers. The contractor is responsible for the operation and maintenance of the SCADA system and shall program the dialers with a number or numbers that will be

continuously and reliably monitored on a 7 day per week, 24 hour per day basis, which will ensure prompt response by the contractor to alarm conditions.

- 3.4.3 Contractor shall immediately notify the City's contract administrator, DPW Commissioner, and/or other designated City personnel in the event of an emergency at the water or wastewater facilities.
- 3.4.4 Contractor response to alarm conditions and other emergency situations at the facilities will be included in the routine monthly cost to perform the services of this contract and will not be reimbursed by the City. In addition, Contractor will, as part of the routine monthly cost, perform all services necessary to insure the effective operation of the facilities during any inclement weather condition or other extraordinary event. Repairs required pursuant to an alarm condition or emergency situation will be subject to the provisions of paragraph 3.2.7.
- 3.4.5 The Contractor shall conform to all determinations of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City Property or labor strikes by either City or Contractor employees.
- 3.5 Employees and Security

Employees on site will be required to wear picture identification at all times. A list of company employees who will be working within the City of Newton shall be provided with sufficient information for the Police Department to perform background checks. Any individuals not meeting Police clearance standards will not be permitted access to the Department of Public Works facilities.

- 3.6 City's Rights and Responsibilities
- 3.6.1 All land, buildings, improvements, and permanent equipment which are presently in place, or new facilities which will be added by construction projects, shall remain the property of the City. The City reserves the right to use for its own purpose, or to lease to a third party, space, facilities or property within the boundaries of the facilities, providing such use or lease does not, in the City's opinion, impede the Contractor's ability to perform the services required herein. The Contractor may not authorize, lease, or rent space to any other party without the express written permission of the City.
- 3.6.2 The City agrees to support the contract operations of the water and wastewater facilities in the following ways:
 - A. Make capital improvements as funding capabilities permit;
 - B. Keep in force all project warranties, guarantees, easements, licenses that are in the possession of the City and are not transferred to the contractor by this agreement;
 - C. Provide the utilities (water, sewer, telephone lines and electrical power) required to operate the water and wastewater facilities.
 - D. Perform grounds maintenance and snow removal functions.
 - E. Provide contractor, within a reasonable time after request, the emergency generator for the smaller stations owned by the Department of Public Works so that the Contractor may discharge its obligations in the most cost effective manner.

3.6.3 The following functions of the Utility Division shall remain the responsibility of the City:

Cross Connection Control Program

Wastewater Sludge Disposal Generated through Collection System O&M

Tap Water Monitoring for Lead/Copper Program

Tap Water Monitoring for Weekly Bacterial Analysis

Collection System O&M

Distribution System O&M

4.0 PROPOSAL SUBMISSION REQUIREMENTS

- 4.1 Technical Proposal
- 4.1.1 The Technical Proposal must respond in detail to each category of information described below:
 - Company history and experience: Provide general company background. Identify when the company was organized, and if a corporation, where incorporated and how many years engaged in providing Contract Operations Services under that name. For all facilities where you have provided continuous contract O&M services for three years or more, provide client name, contact, address and phone number and a brief description of the projects.

Provide a list of all contracts currently on hand for O&M services in municipal water and wastewater facilities. Include the name of the contact, address, phone number and a brief description of the facilities served by each contract.

Submit a brief description of any litigation, brought against the contract operator by an owner, and any enforcement actions or penalties assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, labor laws, or affirmative action, as these issues relate to performance of duties as a full service contract operator within the last ten (10) years.

Company capabilities: Proposal must demonstrate, via narrative description regarding previous contract experience and reference to a client list, the proposer's ability to conduct facility plant evaluations and engineering reviews and to implement improvements in operations and maintenance practices to improve performance, efficiency and reliability.

Proposal must include a description of corporate resources available to support contract operations.

Proposal must demonstrate proven experience in developing and implementing emergency contingency plans.

Personnel background and experience: The proposal must list specific individuals who would be assigned to this O&M Contract, their responsibilities and extent of their involvement (as a percentage of their working hours). Resumes of these individuals should be included and their positions should be located on an organizational chart of the Contract Operator's firm. The proposal must include the residence address of all personnel who will be assigned responsibility for response to alarm conditions and emergency situations.

The proposer agrees that the personnel identified in its proposal will in fact be the personnel assigned to the project, and that no personnel substitutions will be made without prior approval of the City.

Plan of services: The technical proposal must contain a project approach, describing the manner in which the Contract Operator proposes to provide the services outlined in this RFP. Any discussion of the project approach must, at a minimum, cover the following general topics:

- i) Staffing:
 - proposed staffing plan, including shift coverage, hours of operation, personnel certifications;
 - optimum staffing levels and minimum staffing requirements.

- ii) Transition
 - proposed procedure and timetable for assuming operation and maintenance of the facilities.
- iii) Accounting and Reports
 - a description of accounting methods, quarterly accounting reports to be provided to the City, and monthly billing procedures;
 - proposer's approach to sharing information with municipal clients relative to technical, budgetary and financial matters. Examples of reports (O&M and budgetary) should be included with the technical proposal.
- iv) Operation and Maintenance
 - a complete plan for operation and maintenance of the facilities, including employee training;
 - a proposed procedure for interfacing with the City regarding day-to-day, contingency planning, regulatory agency involvement and maintenance reserve expenditures;
 - identification of any subcontractors whose services will be used over the term of the contract and the approximate value of the services.

4.2 <u>Price Proposal</u>

- 4.2.1 The Proposer shall submit its Price Proposal, in a separate sealed envelope clearly marked with the Project Title and RFP No. 12-18, on the form provided for that purpose herein. The Price Proposal shall include a lump sum monthly rate to perform the services described in this RFP. The monthly rate proposed shall be firm for the full 36 month term of this contract. For City budgetary purposes, the price proposal is formatted to show the monthly rate for the water facilities separately from the monthly rate for the wastewater facilities.
- 4.2.2 The Price Proposal shall also include hourly rates, Standard and Premium, to be billed by the Contractor to perform repairs pursuant to Paragraph 3.2.7 herein. The Standard rate shall apply to any repair that does not meet the criteria for the Premium rate. The Premium rate shall be applied to any repair which the City authorizes the Contractor to commence between 5:00PM and 8:00AM Monday through Friday or anytime on Saturday or Sunday. No repair shall be paid at the Premium rate without prior authorization by the City.
- 4.2.3 The Price Proposal provides an estimate of the number or repair hours that may be required annually. The estimate is provided solely for the purpose of bid comparison. The City will pay only for those repairs actually authorized and completed during the contract term.

5.0 MINIMUM CRITERIA

- 5.1 In order for a proposal to be considered for further review with respect to Evaluative Criteria, the Technical Proposal must demonstrate the proposer meets or exceeds the following Minimum Criteria:
 - A. Contractor must have been in the business of providing contract O&M services for at least five years.
 - B. Contractor must currently operate and maintain at least three municipal water/wastewater facilities.
 - Contractor must have current contracts for provision of O&M services at least one water facility and one
 wastewater facility in Massachusetts.
 - D. Contractor must include on proposed team personnel that live within the surrounding towns and cities of Newton so that response time can be kept to a minimum. Residing addresses of the personnel must be provided and demonstrated to live within an established radius of ten (10) air miles of city limits.

6.0 EVALUATIVE CRITERIA

6.1 General

All responsive proposals which satisfy the minimum criteria described in Section 5.0 will be evaluated by a Selection Committee and will be ranked for each of the comparative criteria listed below.

For each evaluative criterion, proposals will be assigned one of the following rankings in accordance with the standards indicated for each item:

Highly advantageous Advantageous Not advantageous Unacceptable

6.2 Evaluative Criteria

6.2.1 Key Personnel

Ability to provide key personnel and technical personnel possessing appropriate qualifications and experience.

- Unacceptable lack of experience in O&M, and regulatory requirements among individuals assigned to the project
- Not Advantageous Key personnel have adequate experience and qualifications but are responsible for too many other projects to adequately support the City's operations
- Advantageous Key personnel are experienced in O&M of facilities of similar size and complexity
- Highly Advantageous qualifications of key individuals assigned to the Project demonstrate expertise and experience in:

O&M of water and wastewater facilities of similar size and complexity; transitions from public to private sectors; management; corporation – client communications; Massachusetts and federal regulatory requirements.

6.2.2 Contractor Experience

Unacceptable – the care of three facilities is not currently under contract

Not Advantageous - - a.) no experience in facilities with comparable design flow to either the water or wastewater facilities in Newton; b.) no current contracts are in water facilities; c.) no current contracts are in wastewater facilities

Advantageous – contractor is currently providing O&M services in more than three water and/or wastewater facilities

Highly Advantageous – contractor has at least five or more current O&M contracts with municipalities in the New England area for both water and wastewater facilities in which at least two current contracts are for facilities of equal or larger than the Newton facilities

6.2.3 Project Approach

A. Management

- Unacceptable Little or no experience in a) public-private sector transitions; b); assuming operation of older (more than 20 years) facilities; c) communication with a municipal client. Lack of in-house support personnel for training, operations, safety and maintenance
- Not Advantageous a)personnel assigned to the project do not live close enough to the project for immediate response in an emergency; b) personnel lack experience in multiple facilities
- Advantageous demonstrated ability to successfully address all issues relating to transition of a municipally operated facility to the private sector, and transitions from one contractor to another, including technical and administrative issues, labor relations, legal and contract issues
- Highly Advantageous a.) in-house resource personnel available as managers, safety and training officers, maintenance support, etc.; b.) proven experience in developing safety and operator training programs, setting up contingency plans and formulating maintenance management programs; c.) functional mechanisms for exchange of information, with the City, regarding operational, performance or financial issues

B. Staffing

- Unacceptable a.) personnel have experience in more than one facility; b.) staffing plan inadequate as to number and/or certification level of personnel
- Not Advantageous a.) personnel responding to emergencies live beyond ten(10) air miles of the City; b.)a potential for significant staffing turnover
- Advantageous a.) staffing plan provides for adequate coverage of all facilities while allowing for improvements in overall facility O&M; b.) staffing plan satisfies all regulatory requirements as to certification of personnel; c.) personnel are available to respond to emergency situations and live within ten(10) air miles of the City.
- Highly Advantageous a.)staffing plan provides for adequate coverage of all facilities while allowing for improvement in overall facility O&M; b.) staffing plan satisfies all regulatory requirements as to certification of personnel; c.) personnel are available to respond to emergency situations and live within ten(10) air miles of the City; d.) history of employee longevity.

C. Accounting

- Unacceptable a.) unclear or imprecise accounting practices; b.) inadequate mechanisms in place for assuring prompt payments to creditors or for tracking issuance of bills; c.) no provision for client access to accounting records
- Not Advantageous accounting reports do not show breakdown in costs by category and facility; limited access to accounting records.
- Advantageous a.) open access to accounting records; b.) clear and precise accounting procedures; c.) accounting system provides a high level of detail, with costs broken down by category and by facility
- Highly Advantageous a.) accounting system tracks annual budgets, with updates, at least monthly; b.) timely payment of accounts receivable and timely billing to clients demonstrated.

D. Operation

Unacceptable – operation plan is inadequate, does not specifically identify areas where improvement is needed or can be provided by the Contract Operator.

Not Advantageous – maintenance management plan is provided but contractor has little or no experience in operation and maintenance of older (more than 20 years) facilities

Advantageous – operation plan demonstrates knowledge of facilities and identifies potential areas of improvement in process control, performance, efficiency, safety and/or effluent and finished water quality.

Highly Advantageous – a.) maintenance management plan addresses both preventive and corrective maintenance, equipment history and current status of all major equipment; b.) demonstrated experience in identifying, recommending and implementing major repairs and upgrades at aging treatment facilities

E. Reporting

Unacceptable – no example of client reports provided.

Not Advantageous – examples of reports are incomplete and/or inadequate.

Advantageous - examples of reports are complete, concise, and well-organized

Highly Advantageous – a.) examples of report forms are clear and readily understandable, and are specifically tailored to the needs of the City of Newton; b.) data can be transferred to the City's maintenance management software programs.

6.2.4 Interviews

After review of the Technical Proposal, the Selection Committee may, at their discretion, schedule interviews with any or all of the companies responding to this RFP, for the purpose of further evaluation of the proposer's capabilities, qualifications and expertise to provide the required service. Interviewees will be ranked, by the Selection Committee, based on their presentation at the interview. Interviews, if conducted, will be scheduled with all proposers.

6.3 Selection and Contract Award

- 6.3.1 The Selection Committee shall evaluate all proposals based on the minimum and evaluative criteria described herein. Each proposal will be assigned a final, overall evaluation of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable.
- 6.3.2 During the evaluation of proposals the City reserves the right to request additional documentation from proposers and to inspect municipal facilities currently operated and maintained by the proposers. Any costs incurred by the City for travel, lodging or meals, shall be paid by the City.
- 6.3.3 The Selection Committee shall make its recommendations to the Chief Procurement Officer and identify and charges in the Plan of Services requiring negotiation. The City reserves the right to reject all proposals at any time.
- 6.3.4 The Chief Procurement Officer shall award the contract for operation, maintenance and management of the water and wasterwater facilities to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration both the technical and price proposals. The award may be conditioned on successful negotiations of revisions to the plan of services specified in the evaluations. The Notification of Award shall be made in writing.
- 6.3.5 If the City awards the contract to a responsive and responsible proposer who did not submit the lowest price, the Chief Procurement Officer shall justify in writing the basis of the decision.

END OF SECTION

FULL SERVICE OPERATION AND MAINTENANCE WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

PART TWO:

FORM FOR

PRICE PROPOSAL

CITY OF NEWTON

DEPARTMENT OF PUBLIC WORKS

FULL SERVICE OPERATION AND MAINTENANCE

WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

PRICE PROPOSAL FORM #12-18

| a. | personnel, n Service Ope conditions a | gned, having familiarized him/herself with all local conditions affecting the cost of work agrees to provide all naterials and equipment required to perform the services specified in the documents entitled City of Newton, Full ration and Maintenance: Water and Wastewater Pumping/Storage Facilities, and to fully meet all terms, and requirements specified therein and elsewhere in these proposal documents, for the price(s) specified below, additions and deductions according to the terms of the specifications. |
|----|---|---|
| b. | This proposa | al includes addendum,,, |
| c. | The propose | ed contract price is as follows: |
| | 1. | Full Service Operation and Maintenance: Wastewater Facilities |
| | | \$ per month X 36 months = \$ |
| | 2. | Full Service Operation and Maintenance: Water Facilities |
| | | \$ per month X 36 months = \$ |
| | 3. | Hourly Repair Rates |
| | | Standard Rate: \$/hour X 120* Hrs. = \$ *120 hrs. annually, estimated Premium Rate: \$/hour X 45* Hrs. = \$ 5:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturdays and Sundays *45 hrs. annually, estimated |
| | | Total 1 + 2 + 3: \$ |
| | COM | IPANY: |
| d. | The undersign | gned has completed and submits herewith the following documents: |
| | | ☐ A five percent (5%) bid deposit/bid guarantee; |
| | | ☐ Bidders Qualifications and References Form, 2 pages |
| | | ☐ Certificate of Non-Collusion, 1 page |
| | | ☐ Signed Price Proposal Form, 2 pages |

| e. | The undersigned hereby certifies that s/he is ablelabor employed or to be employed on the work a awards made subject to M.G.L. Chapter 30B. | | | |
|-------|---|------------------------------|---------------------|-----------------------------|
| | The undersigned certifies under the penalties of faith and without collusion or fraud with any oth natural person, business, partnership, corporatio individuals. | er person. As used in this | subsection the w | ord "person" shall mean any |
| | Date | | <u> </u> | |
| | | (Name of General Bidde | er) | |
| | | BY: | | |
| | | (Signature) | | |
| | | (Printed Name and Title | e of Signatory) | |
| | | (Business Address) | | |
| | | (City, State Zip) | | |
| | | (Telephone) (I | FAX) | |
| | | (E-mail address) | | |
| | | | | |
| NOTE: | If the bidder is a corporation, indicate state of give full names and residential addresses of all business address; and, if operating as a d/b/a § | l partners; if an individual | l, give residential | address if different from |
| | E | ND OF SECTION | | |
| | | | | |

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

| WHEN ORGANIZED: NCORPORATED?YESNO DATE AND STATE OF INCORPORATION:YESNO wbe?YESNO or Mwbe?YESNO or Mwbe?YESNO or Mwbe?YESNO Wbe?YESNO OF Mwbe?YESNO OF MWBE?YESNO OF MWBE?YESNO OF MAIL OF COMPLETION: HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YESNO OF YES, WHERE AND WHY? HAVE YOU EVER DEFAULTED ON A CONTRACT?YESNO OF YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE THEM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS ELISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME:DOWNER: | IRM NAME: | | | | | | |
|--|-------------|-----------------|------------|------------------|------------|-----------------------|-------|
| S YOUR BUSINESS A MBE?YESNO WBE?YESNO or MWBE?YES LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND APPLICATION. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?YESNO F YES, WHERE AND WHY? HAVE YOU EVER DEFAULTED ON A CONTRACT?YESNO F YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: | VHEN ORGA | NIZED: | | | | | |
| LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ADDATE OF COMPLETION: HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO F YES, WHERE AND WHY? HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO F YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE THE SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACT BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: DWNER: | NCORPORA? | ΓED? YES | NO D | OATE AND STA | TE OF INC | CORPORATION: | |
| DATE OF COMPLETION: HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO F YES, WHERE AND WHY? HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO F YES, PROVIDE DETAILS. JIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE THEM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACT BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: OWNER: OWNER: OWNER: OWNER: OWNER. | S YOUR BUS | SINESS A MBE? _ | YES | _NO WBE ? | YES | NO or MWBE ? _ | YE |
| YESNO F YES, WHERE AND WHY? HAVE YOU EVER DEFAULTED ON A CONTRACT?YESNO F YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: N THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME:DWNER:DWNER: | | | RENTLY ON | HAND, SHOW | /ING CON | TRACT AMOUNT | AND A |
| YESNO F YES, WHERE AND WHY? HAVE YOU EVER DEFAULTED ON A CONTRACT?YESNO F YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: N THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS ELISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: DWNER: | | | | | | | |
| HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO IF YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRA BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: DWNER: | | | COMPLETE A | . CONTRACT A | WARDED | TO YOU? | |
| IF YES, PROVIDE DETAILS. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT: IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETIFIEM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: DWNER: | F YES, WHEI | RE AND WHY? | | | | | |
| IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETE FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACT BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: DWNER: | | | ON A CONT | RACT? | YES | NO | |
| FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: | LIST YOUR V | 'EHICLES/EQUIPN | MENT AVAIL | ABLE FOR THI | S CONTRA | ACT: | |
| FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRABE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: | | | | | | | |
| FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRABE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: | | | | | | | |
| FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRABE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY. PROJECT NAME: | | | | | | | |
| OWNER: | FIRM SIMILA | AR IN NATURE TO | THE PROJE | CT BEING BID | O. A MININ | MUM OF FOUR (4) | |
| OWNER: | PROJECT NA | ME: | | | | | |
| | | | | | | | |

| PUBLICLY BID?YESNO TYPE OF WORK?: TELEPHONE #:) CONTACT PERSON'S RELATION TO PROJECT?: (i.e., contract manager, purchasing agent, etc.) PROJECT NAME: OWNER: | _ |
|--|---------------------|
| CONTACT PERSON: TELEPHONE #:) CONTACT PERSON'S RELATION TO PROJECT?: (i.e., contract manager, purchasing agent, etc.) PROJECT NAME: | _ |
| CONTACT PERSON: TELEPHONE #:) CONTACT PERSON'S RELATION TO PROJECT?: (i.e., contract manager, purchasing agent, etc.) PROJECT NAME: | |
| PROJECT NAME: | |
| PROJECT NAME: | |
| | |
| | - |
| OWNED: | - |
| OWNER: | _ |
| CITY/STATE: | - |
| DOLLAR AMOUNT: \$ DATE COMPLETED: | |
| PUBLICLY BID?YESNO | |
| TYPE OF WORK?: | _ |
| CONTACT PERSON: TELEPHONE #: () | |
| CONTACT PERSON'S RELATION TO PROJECT?: | |
| (i.e., contract manager, purchasing agent, etc.) | |
| DDOJECT NAME | - |
| PROJECT NAME: | |
| OWNER: | _ |
| CITY/STATE: | - |
| DOLLAR AMOUNT: \$ DATE COMPLETED: | |
| PUBLICLY BID? YES NO | |
| TYPE OF WORK?: | _ |
| CONTACT PERSON: TELEPHONE #: () | |
| CONTACT PERSON'S RELATION TO PROJECT?: | |
| (i.e., contract manager, purchasing agent, etc.) | _ |
| PROJECT NAME: | - |
| OWNER: | _ |
| CITY/STATE: | |
| DOLLAR AMOUNT: \$ DATE COMPLETED: | |
| PUBLICLY BID?YESNO | |
| TYPE OF WORK?: | _ |
| CONTACT PERSON: TELEPHONE #:() | |
| CONTACT PERSON'S RELATION TO PROJECT?: | |
| (i.e., contract manager, purchasing agent, etc.) | |
| | and a discount of |
| The undersigned certifies that the information contained herein is complete and accurate and here and requests any person, firm, or corporation to furnish any information requested by the City of Newton | |
| and requests any person, firm, or corporation to furnish any information requested by the City of Newton of the recitals comprising this statement of Bidder's qualifications and experience. | ii iii veriiication |
| DATE: BIDDER: | |
| SIGNATURE: | |
| PRINTED NAME: TITLE: | |

END OF SECTION

10.

CERTIFICATE OF NON-COLLUSION

| submitted in good faith and without collusion or fraud with an | oid or proposal has been made and submitted in good faith and my other person. As used in this certification, the word "person" shall mion, committee club, or other organization, entity, or group or |
|--|--|
| | (Signature of individual) |
| | Name of Business |

FULL SERVICE OPERATION AND MAINTENANCE WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

PART THREE:

CONTRACT DOCUMENTS

The awarded contractor will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of proposal submittal.

AGREEMENT FOR OPERATION AND MAINTENANCE OF WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

| NEW "CIT' Purch | agreement is made this day of in the year Two Thousand and Eleven by and between the CITY OF TON , a municipal corporation organized and existing under the Commonwealth of Massachusetts (hereinafter referred to as Y") which has offices at City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, acting through its assing Agent and Commissioner of Public Works but without personal liability to them and inafter, collectively, "CONTRACTOR"), |
|-----------------|--|
| | REAS, the CITY wishes to engage a qualified organization for management, operations and maintenance of its water and water facilities and has conducted a public Request for Proposals for such services; and |
| | REAS, CONTRACTOR is a qualified and experienced company and has submitted a proposal to City which proposal was mined to be the most advantageous proposal from a responsible and responsive offeror; |
| NOW | THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows: |
| I. | SCOPE OF SERVICES : The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project: |
| | FULL SERVICE OPERATIONS AND MAINTENANCE WATER AND WASTEWATER PUMPING/STORAGE FACILITIES |
| | Contractor shall perform all such work in a manner consistent with the requirements and representations set out in such Contract Documents and in a satisfactory and proper manner as determined reasonably and fairly by the City. |
| | In addition to the requirements and representations set out in those Contract Documents described in Article II, the parties specifically agree as follows: |
| | shall, throughout the term of this contract, provide engineering, accounting, health and safety, and human resources advice, support and services as described in the technical proposal submitted by, and as may be required to fully complete the requirements and intent of this contract. |
| | The City reserves the right to terminate this contract at any time in the event the Department of Environmental Protection does not approve the staffing or operation plan proposed by |
| | will perform emergency call backs as required during the term of the contract at no additional cost to the City, regardless of the actual number of hours spent on callbacks will not refund monies to the City in the event callbacks total less than 50 hours annually. |
| | will perform all services necessary to insure the effective operation of the facilities during any inclement weather condition or extraordinary event. Such services will be provided at no additional cost to the City except that in the case of an extraordinary event in which flow to the station exceeds design capacity and requires bypass pumping, shall provide up to 50 hours of services annually relating to bypass pumping at no additional cost to the City. Said bypass pumping services in excess of 50 hours annually may be invoiced separately at the applicable repair rate in Price Proposal. The City reserves the right to provide its own manpower to operate bypass pumping. |
| | In the event bypass pumping is required, and to the extent the City possesses a pump that is not being utilized for other purposes, the City will make the pump available for use. In the event a City-owned pump is not available, will provide a pump up to 6 inch (720 GPM) for up to 50 hours annually at no additional cost. Additional equipment hours, or the rental of a pump in excess of the size/capacity specified may be invoiced separately at cost for same. |

| II. | CONTRACT DOCUMENTS : The Contract documents consist of the following documents which are either attached to |
|-----|--|
| | this Agreement or are incorporated herein by reference: |

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposals #12-18 issued by the Purchasing Department;
- c. Addenda Number(s) _____;
- d. The Technical Proposed submitted by the CONTRACTOR in response to the Request for Proposals and accompanying documents and certifications;
- e. The Price Proposal submitted by the Contractor in response to the Request for Proposals;

Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

Duly authorized and executed Amendments, Change Orders or Working orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

- **III. PRIORITY OF DOCUMENTS**: In the event of any inconsistency between the terms of this CITY-CONTRACTOR Agreement and any of the Contract Documents, the terms of this Agreement shall prevail.
- **IV. APPLICABLE STATUTES**: All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM: The term of this Agreement shall begin at 12:01 a.m. on October 17, 2011 and continue up until 11:59 p.m. on October 16, 2014, subject to annual appropriation of funding every fiscal year by the City. As of the date of execution hereof funding is available for the first year of the Agreement as indicated by the statement of the Comptroller of Accounts on the signature page.
- **VI. PAYMENTS**: The Contractor shall submit monthly invoices to the City for services rendered under this Agreement and the City shall make payment to Contractor within 30 days of receipt of each approved invoice.
- VII. KEY PERSONNEL: For all work performed under this Agreement, Contractor shall assign the team of personnel identified in its Proposal. In the event that any of such personnel become unavailable to perform such work, Contractor will promptly so advise the City. All subsequent assignments of substitute personnel shall be subject to the prior approval of the City.
- VIII. RESPONSIBILITY FOR WORK: Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the water and wastewater facilities and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the water and wastewater facilities which results from activities undertaken by Contractor, its employees, subcontractors or agents. The Contractor shall be responsible for any damage or loss to the City's water and wastewater facilities and equipment which results from activities undertaken by Contractor, its employees, subcontractors and agents and in case of such damage or loss, Contractor shall repair, make good or pay the City for the full amount of any damage or loss.
- IX. INSURANCE/INDEMNIFICATION: At the time of execution of this Agreement, Contractor shall provide the City with Certificate(s) of Insurance evidencing current coverage in accordance with the insurance requirements set out in the Contract Documents. Such insurance will be maintained throughout the term of the Agreement and the Contractor will provide to the City, as necessary, updated Certificate(s) of Insurance. In the event of any revisions, cancellations, or non-renewal of coverage that may occur during the term of this Agreement, Contractor shall immediately notify the City in writing.

Contractor shall indemnify, hold harmless and defend the City from and against any liability, whether in tort, contract, response to government order or threat of same, or other claim, including all expenses, fees, costs and attorneys' fees, resulting from any negligent act or omission arising out of the Contractor's obligations or actions undertaken pursuant to this Agreement or the obligations or actions of its agents, employees, affiliates, assignees, successors, or associates.

The Contractor further agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- **X. WARRANTY**: Except as may be otherwise provided in the Contract Documents, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- **XI. ASSIGNMENT/SUB-CONTRACTING**: The Contractor agrees that it will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the City.
- XII. TERMINATION: If the work to be done under this Agreement shall be abandoned, or if this Agreement or any part thereof shall be assigned or transferred without the previous written consent of the City, or if the Agreement or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Agreement, the City may immediately terminate this Agreement. In the event of such a termination, the City or its agent may take possession of the water and wastewater facilities and equipment and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found at such facilities. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- **XIII. GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIV. SEVERABILITY: The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.
- **XV. AMENDMENTS**: This Agreement may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

| CONTRACTOR | CITY OF NEWTON |
|--|---|
| Ву | By |
| Print Name: | By Chief Procurement Officer |
| Title | |
| | Date |
| Date | |
| Affix Corporate Seal Here | |
| | By: |
| I hereby certify that funds are available in the | Commissioner of Public Works |
| following account numbers: | Date |
| 27A401Y3-520203 - | |
| 28A401Z5-530203 - | |
| | Approved as to Legal Form and Character |
| I further certify that the Mayor, or his designee, | |
| is authorized to execute contracts and approve | |
| change orders. | $\mathbf{R}_{\mathbf{V}}$ |
| Bv | By |
| By Comptroller of Accounts | |
| • | Date |
| Date | |
| | CONTRACT AND BONDS APPROVED |
| | |
| | By |
| | Mayor or his designee |
| | Date: |

CERTIFICATE OF AUTHORITY - CORPORATE

| 1. | I hereby certify that I am the Clerk/Secretary of | |
|----|--|--|
| | (insert full name of Cor | poration) |
| 2. | 2. corporation, and that (insert the name of officer who signed the contract a | - |
| | | |
| 3. | 3. is the duly elected (insert the title of the officer in lir | |
| | (insert the title of the officer in lir | ne 2) |
| 4. | 4. of said corporation, and that on | |
| | (insert a date that is ON OR BEFORE the date the officer signed the contract and bonds .) | |
| | at a duly authorized meeting of the Board of Directors of said corporation, at which all notice, it was voted that | the directors were present or waived |
| 5. | 5 the (insert name from line 2) (insert title from li | |
| | (insert name from line 2) (insert title from li | ne 3) |
| | of this corporation be and hereby is authorized to execute contracts and bonds in to corporation, and affix its Corporate Seal thereto, and such execution of any contral name and on its behalf, with or without the Corporate Seal, shall be valid and bind above vote has not been amended or rescinded and remains in full force and effective statements. | ct of obligation in this corporation's ling upon this corporation; and that th |
| 6. | 6. ATTEST: AFFIX CONTROL (Signature of Clerk or Secretary)* SEAL HE | ORPORATE RE |
| 7. | 7. Name: | |
| | 7. Name: (Please print or type name in line 6)* | |
| 8. | 8. Date: | |
| | (insert a date that is ON OR AFTER the date the officer signed the contract and bonds .) | |

^{*} The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

| **Signature of Individual or Corporate Contractor (Mandatory) | *** Contractor's Social Security Number (Voluntary) or Federal Identification Num | | |
|---|---|--|--|
| By: | Date: | | |
| Corporate Officer (Mandatory, if applicable) | | | |

^{*} The provision in the Attestation relating to child support applies only when the Contractor is an individual.

^{**} Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

^{***} Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

| Know All Men By These Present | ts: | |
|--|---|---|
| That we, | , as PRINCIPAL, and _ | , as |
| SURETY, are held and firmly bo | , as PRINCIPAL, and ound unto the City of Newton as Obligee, in the sum of | dollars |
| | aid to the Obligee, for which payments well and truly to be made, we bind | ourselves, our respective |
| heirs, executors, administrators, | successors and assigns, jointly and severally, firmly by these presents. | |
| | ICIPAL has made a contract with the Obligee, bearing the date | _, 20, for the |
| construction of | -in Newton, Massachusetts. (Project Title) | |
| and truly keep and perform all the and performed during the original without notice to the SURETY, a and perform all the undertakings, alterations, changes or additions alterations, changes or additions full force, virtue and effect. In the event, that the control of the PRINCIPAL or the author SURETY shall, if requested in well and performed the performance of the perfo | sobligation is such that if the PRINCIPAL and all Sub-contractors under see undertakings, covenants, agreements, terms and conditions of said contract all term of said contract and any extensions thereof that may be granted by and during the life and any guarantee required under the contract, and shall, covenants, agreements, terms and conditions of any and all duly authorize to said contract that may hereafter be made, notice to the SURETY of such being hereby waived, then this obligation shall become null and void; other act is abandoned by the PRINCIPAL, or in the event that the Obligee termity of the PRINCIPAL to continue the work said SURETY hereby further writing by the Obligee, take such action as is necessary to complete said comparison. | ract on its part to be kept the Obligee, with or all also well and truly keep and modifications, the modifications, erwise, it shall remain in minates the employment agrees that said intract. |
| PRINCIPAL | <u>SURETY</u> | |
| BY(SEAL) | BY(ATTORNEY-IN-FACT) (SEAL) | |
| (Title) | | |
| ATTECT. | ATTECT. | |

FULL SERVICE OPERATION AND MAINTENANCE WATER AND WASTEWATER PUMPING/STORAGE FACILITIES

APPENDIX A:

Attachment A, Section 1

August 31, 2011

Mr. Theodore Jerdee Superintendent Department of Public Works 1000 Commonwealth Avenue Newton Centre, Massachusetts 02459

Re: Annual Report Summary: Full Service Operation and Maintenance of Water and Wastewater Pumping and Storage Facilities - July 1, 2010 through June 30, 2011.

Dear Mr. Jerdee:

Hamlet Street Grayson Lane

This letter summarizes the contractual requirements and Scope of Service tasks accomplished by Weston & Sampson Services, Inc. during the period July 1, 2010 through June 30, 2011, for full service operation and maintenance services of the water and wastewater pumping and storage facilities of the City of Newton, Massachusetts.

Weston & Sampson Services, Inc. provided service to the following water and wastewater pumping and storage facilities in the City of Newton:

Wastewater Pump Stations Water Pumping and Storage Facilities

Quinobequin RoadWaban Hill ReservoirElliot StreetManet Road Pump StationEdgewater ParkAndover-Newton Theological School Pump Station

Islington Road Engine No. 10 Fire House Booster Pump Prairie Avenue Oak Hill elevated Tank

Prairie Avenue Oak Hill elevated Tank
Longfellow Road Winchester Street Tank
Waban Avenue Stanton Avenue Tank
Oldham Road

In accordance with the most recent Request for Proposal (RFP) and subsequent Agreement, Weston & Sampson Services, Inc. provided the following Scope of Service:

- Full service operation and maintenance services as required for the water booster pumping stations, finished water storage facilities and wastewater pumping stations in compliance with all legal and regulatory requirements;
- Personnel who are qualified in technical and administrative/management issues, enabling them to satisfy regulatory requirements and provide O&M services in a responsible professional manner;
- Consumables such as generator fuel, chemicals, supplies, and lubricants as required for normal operation and maintenance;
- Routine and normal maintenance of equipment, buildings, and structures, and responsibility for checking the pumping facilities daily and the storage tanks on a weekly basis;
- Equipment maintenance in accordance with the procedures outlined in the manufacturer's O&M manuals for the equipment, as well as accepted industry practice;
- Performed required repairs valued at less than \$1,000.00 to the equipment at the water and wastewater facilities at no additional cost to the city over and above the monthly O&M fee;
- Developed, implemented and updated on an ongoing basis a maintenance management program for the facilities. Maintenance histories are filed in logs at the Quinobequin pump station;

- Disposed of all scum, grit, screenings, trash, and refuse from the water and wastewater facilities;
- Implemented an effective odor abatement program for wastewater facilities;
- Provided all necessary technical, management, administrative, and labor relations personnel for backup and support of regular contract employees, during working and non-work hours including sick and vacation leave of personnel;
- Developed and presented to the city a 5 year Capital Improvements Plan, separate from the Maintenance Reserve accounts, which identified major expenditures that may be necessary at the water and wastewater facilities either to restore, maintain, replace, or upgrade the equipment for efficiency, safety, function, and/or compliance with current and anticipated regulatory requirements;
- Submitted written monthly reports of operation and maintenance (both preventive and corrective) for the water and wastewater treatment facilities;
- Provided insurance coverage as listed below:

Worker's Compensation Per M.G.L.c.. 149, s. 34 and c.. 152 as amended

General Liability \$3,000,000 Combined Single Limit Professional Liability \$3,000,000 Combined Single Limit

Automotive Liability

Personal Injury \$500,000 each person; \$1,000,000 aggregate

Property Damage \$500,000

- Allowed and provided for 24-hour per day access to the facilities by city or regulatory personnel. Visits were made at any time by any of the city's employees so designated by the contract administrator for the city. Keys for the facilities were provided to the city by Weston & Sampson Services, Inc.;
- Responded to all alarm conditions and other emergency situations occurring at the facilities on a 7 day per week, 24 hour per day basis with staff personnel within 10 air miles of Newton;
- Programmed the SCADA system and dialer with a number or numbers that will be continuously and reliably monitored on a 7 day per week, 24 hour per day basis;
- Provided immediate notification to the city's contract administrator, DPW Commissioner, and/or other designated city personnel in the event of an emergency at the water or wastewater facilities;
- Performed all services necessary to insure the effective operation of the facility during any inclement weather condition or
 other extraordinary event. Weston & Sampson Services, Inc. has utilized its budget of 50 hours per year to address these
 extraordinary events.
- Conformed to all determinations of the city concerning the delivery of services in the event of inclement weather, equipment failure, picket lines on city property, or labor strikes by either the city or Weston & Sampson Services, Inc. employees;
- Provided the following dedicated staffing and their certification levels for the City of Newton water and wastewater pumping and storage facilities exceed requirements established by the Massachusetts Department of Environmental Protection (MADEP). The table below details the staffing plan implemented for this project;

| Name | Position | Years of Experience | Credentials |
|------------------|------------------------------|------------------------|--|
| John A. Bocchino | Principle in Charge | 29 | Water: MA 4T and 4D Wastewater: MA 5C |
| Paul Provost | Primary Operator Mechanic | 28 | Water: MA 4T and 4D Wastewater: MA 4M |
| John Howard | Operator Mechanic | 32 | Water: MA 4T and 4D Wastewater: MA 6C |
| Steven Lomasney | Backup Operator Mechanic | 1 | Not applicable |

- Both dedicated personnel are on-call 24 hours per day, 365 days a year for callback emergency response. Weston & Sampson's maintenance and repair group and the project manager were available 24 hours per day by pager;
- Implemented a transition plan encompassing a number of areas: human resources, facility operations, facility maintenance, computerized management, engineering support, and training;
- Implemented to ensure proper documentation of operation and maintenance for the water and wastewater facilities, utilizing a
 computer software program. Inventory data, focusing on critical spare parts, were collected and input into the computer
 software;
- Reviewed facility O&M protocols and manual forms and revised them. Conducted a safety audit of all facilities and protocols to identify existing or potential hazards to protect the public, employees' equipment, buildings, and grounds;
- Communicated on a daily basis with the city's designated representative;
- Maintained with Weston & Sampson Services, Inc. accounting department personnel and computerized system to track project costs and produce monthly invoices;
- Implemented a scheduled and structured inspection and maintenance program in accordance with equipment manufacturer recommendations. Staffed this project part-time with a minimum of one operator/mechanic supplemented with the necessary personnel to enter into the confined spaces to inspect and maintain equipment. In addition to inspection and maintenance of these facilities, the Weston & Sampson Services, Inc. in-house maintenance and repair group performed the specialty maintenance as required on the motor control, pumping, telemetry, and generators as recommended by the manufacturers.
- The following O&M program approach was implemented:

Pump Station Inspection & Preventative Maintenance

- Inspection of the pump stations to systematically check and operate electrical, control, and mechanical equipment utilizing a custom operation log system. This system was used to document operator's inspection and maintenance and other aspects of the pumping operation that have been evaluated.
- Maintained and serviced pumping equipment in accordance with manufacturer's recommendations and requirements. Our O&M personnel performed maintenance at the stations on a scheduled basis during their inspections. Maintenance of the stations included lubrication, exercise, minor adjustments and testing of pumping equipment and controls.
- Conducted a preventive maintenance program at the pumping stations which included:

- o Control and instrumentation inspection of relay, contact and pressure sensing equipment involved with the controls/instrumentation and mechanical valve equipment;
- Annual inspection of the electrical motors and service equipment within the station; motors were checked for amperage draw, connections, winding and brush integrity;
- o Alarm functions were tested monthly to minimize or eliminate possible failure during emergency conditions;
- Vibration analysis was verified bearing wear, alignment, and balance of all pumping, generator, and HVAC rotating assemblies. Our subcontractor, L.P. Larson, performed this task on an annual basis at all pump stations except for the Elliot Street and Quinobequin pump stations, which was performed semi-annually.

Generators

- Standby generators were serviced twice annually to all five (5) generators. The flowing O&M tasks were performed:
 - o Changed the oil, oil filters and fuel filters annually. Engine safety systems were mechanically failed to verify operation where possible. Automatic transfer switches will be inspected to exercised wherever access is available. A complete checklist of services performed were documented;
 - O Conducted a system check including a mechanically failed test of safety circuitry. Refill (top off) all fluids as needed. A complete checklist of services was completed after the visit;
 - o Conducted four (4) hour load tests with available station loads of the generator units on a monthly basis by weekly exercising each unit and to check their operation and inspect for any deficiencies;
- Performed maintenance and calibration of the altitude valves at each storage tank annually;
- The seven (7) day per week inspections and maintenance program were input into customized computer generated spreadsheets and reported to the city on a weekly basis and summarized on a monthly basis;
- Weston & Sampson Services, Inc. provided all necessary safety equipment and instruction to our personnel in accordance
 to local, state, and federal regulations, which apply. Portable fire extinguishers, ladders and gas detectors, etc., were
 maintained by personnel.

YEAR END BUDGET SUMMARY JULY 1, 2010 THROUGH JUNE 30, 2011 FULL SERVICE OPERATION AND MAINTENANCE OF WATER AND WASTEWATER PUMPING AND STORAGE FACILITIES CITY OF NEWTON, MASSACHUSETTS

| Cost Category | Year to Date Cost | Hours |
|---|-------------------|--------------------|
| | | 2650 Regular Hours |
| Labor, Benefits, Overhead, Profit and Overtime | \$161,178 | plus |
| | | 165 Overtime Hours |
| Equipment, Vehicles and Maintenance; Repairs less than \$1,000 | \$11,409 | N/A |
| Outside Services | \$1,000 | N/A |

| Total Contract Cost | \$175,200 | |
|---------------------|-----------|-----|
| Office Expenses | \$1,613 | N/A |

Weston & Sampson Services, Inc. would like to recognize the cooperation of the Newton Public Works Department, who assisted in providing access to pumping and storage facilities and conducted outside repairs to the wastewater collection and water distribution systems facilities.

If you have any questions or concerns regarding this report, please do not hesitate to call me at 978-532-1900, extension 2282.

Regards,

WESTON & SAMPSON SERVICES, INC.

John A. Bocchino, Jr. President

Cc: Electronic File – W&S

Newton, Massachusetts

August 25, 2011

Mr. Ted Jerdee Superintendent Department of Public Works

60 Elliot Street Newton Centre, Massachusetts 02159

Proposed Five (5) Year Capital Improvement Program (CIP) For the City's Wastewater and Water Facilities

Dear Mr. Jerdee:

This letter summarizes the recommended five-year CIP for the water and wastewater pumping and storage facilities. The objective of this work was to provide a comprehensive evaluation of each of the water and wastewater facilities as it relates to proper operation of mechanical equipment, controls, and electrical components. These evaluations resulted in recommendations for short and long term capital improvements to be implemented at these sites. Estimated costs for short and long-term capital improvements have also been included.

The water and wastewater sites were visually inspected and their operations observed by our operating personnel to determine which operational deficiencies were present. The results of our evaluation are presented below.

Quinobequin Wastewater Pump Station -

1. <u>Pump Summary</u> –

- ➤ Pump no. 1 is the oldest of the four pumps and is severely deteriorated. This pump is operational, however, the stuffing box and packing gland need repair and the pump has excessive vibration. This pump should be rebuilt with a new mechanical seal and bearings.
- ➤ Pump no. 2 is six years old and operational, however, a vibration analysis revealed the lower bearing is worn and requires replacement.
- Pump no. 3 requires a rebuild (new "fronthead", impeller and wear ring).
- Pump no. 4 is new and fully operational.
- 2. An intrusion alarm should be installed on each of the doors and roof hatch and the alarms transmitted to a private alarm company.

- 3. The roof is missing slate shingles, which require replacement.
- 4. The gate valve located on the force main in the outside vault will not close and requires replacement.
- 5. The station lighting is over thirty years old and should be upgraded with new energy efficient type fixtures. The city may want to contact the energy provider for a lighting audit. The station may be eligible for rebates if the lighting is changed out.
- 6. The backup floats located in the wet well are over five years old, deteriorated and require replacement.
- 7. The grating in the wet well area is not secured. Anchors are required to properly secure the grating to the floor.
- 8. The lighting in the wet well is inadequate and requires upgrade.
- 9. The electric hoist used to remove the pumps and motors located in the control room requires repair and inspection.
- 10. The level control panel is deteriorated and outdated. A new level control panel is recommended.
- 11. The sewage grinder was rebuilt in 2010 and is operational.

Elliot Street Wastewater Pump Station -

- 1. The packing should be removed from the stuffing box of each of the four (4) pumps and mechanical seals installed in their place.
- 2. The bar rack requires constant cleaning because the comminutor is deteriorated and inoperable. During heavy flows this causes back up on the gravity line. A new sewage grinder should be installed to replace the comminutor.
- 3. An intrusion alarm should be installed on each of the doors and the alarms transmitted to a private alarm company.
- 4. The ground level hatches and frames over the generator are leaking and require repair.
- 5. The motor starters are deteriorated and should be upgraded to solid-state soft starters.
- 6. The concrete pavers and stone in the driveway are deteriorated and pieces have been carried to the street during plowing operations. The pavers and stone require replacement.
- 7. The level control panel is over twenty years old and uses outdated mechanical type relays and components. This panel requires replacement with new solid-state type devices.

- 8. The backup floats located in the wet well are deteriorated and require replacement.
- 9. The station lighting is over twenty years old and should be upgraded with new energy efficient type lighting. The city may want to contact the energy provider for a lighting audit. The station may be eligible for rebates if the lighting is changed out.
- 10. The pump room dehumidifier system is deteriorated and requires replacement.

Edgewater Drive Wastewater Pump Station -

- 1. An intrusion alarm should be installed on the door and the alarm transmitted to a private alarm company.
- 2. Pump and motor no. 2 is deteriorated and the stuffing box and gland is leaking. The pump should be rebuilt and modified with a new mechanical seal.
- 3. The access ladder to the lower pump room is dangerous and doesn't meet OSHA standards. A ladder up safety device should be installed in its place.
- 4. The level control panel is deteriorated and requires replacement.

<u>Islington Road Wastewater Pump Station</u> -

- 1. An intrusion alarm should be installed on the door and the alarm transmitted to a private alarm company.
- 2. The flow meter is inoperable and requires replacement.
- 3. All three pumps and motors are severely deteriorated and require replacement.
- 4. The lighting is inadequate and is over thirty years old. These lights should be replaced with energy efficient type lights. The city may want to contact the energy provider for a lighting audit. The station may be eligible for rebates if the lighting is changed out.
- 5. The backup floats located in the wet well are deteriorated and require replacement.
- 6. The three motor starters are original and are of the mechanical full speed type. These starters should be replaced with new solid-state type VFD's.
- 7. The access ladder to the lower pump room is dangerous and doesn't meet OSHA standards. A ladder up safety device should be installed in its place.
- 8. The bubbler tubing in the wet well is deteriorated and requires replacement or upgrade to a transducer.

Prairie Avenue Wastewater Pump Station -

- 1. An intrusion alarm should be installed on the door and the alarm transmitted to a private alarm company.
- 2. The control panel is deteriorated and requires replacement with new solid state equipment, and pressure transducer level controls.
- The concrete wet well structure is severely deteriorated and requires repair or replacement. 3.
- The lighting should be upgraded. The city may want to contact the energy provider for a lighting 4. audit. The station may be eligible for rebates if the lighting is changed out.

Longfellow Road Wastewater Pump Station -

- 1. An intrusion alarm should be installed on the access hatch and the alarm transmitted to a private alarm company.
- 2. The control panel is deteriorated and requires replacement.

Waban Avenue Wastewater Pump Station -

- 1. An intrusion alarm should be installed on the access hatch and the alarm transmitted to a private alarm company.
- 2. The control panel is deteriorated and requires replacement.
- 3. The wet well structure is deteriorated and requires repair or replacement.
- 4. The bubbler tubing in the wet well is deteriorated requires replacement or upgrade to transducer.

Oldham Road Wastewater Pump Station -

- 1. The duplex level control panel is deteriorated due to the leaks in the station and the contacts on the relays show signs of corrosion. The level control panel requires replacement.
- 2. The manhole entrance to the station leaks. The manhole cover also makes it difficult to access station. A new H-20 rated hatch should be installed in its place.

Hamlet Street Wastewater Pump Station -

The pumps are deteriorated and required rebuilds. 1.

Grayson Lane Wastewater Pump Station -

1. The control panel is deteriorated and requires replacement.

Waban Hill Reservoir -

1. There is no capital improvements required at this pump station.

Manet Road Water Pump Station -

- 1. An intrusion alarm should be installed on the access hatch and the alarm transmitted to a private alarm company.
- 2. The existing pumps are underrated for the existing conditions and future demands. In addition, they are deteriorated. We recommend the pumps, motors and drives be replaced.

Herrick Road Water Pump Station -

- 1. An intrusion alarm should be installed on the access hatch and the alarm transmitted to a private alarm company.
- 2. The jockey pump is deteriorated and requires replacement.

Engine No. 10 Fire House (Booster Pump) -

1. The pump is deteriorated with many hours of operation and requires replacement.

Winchester Street Tank -

- 1. The area under and around the tank should be cleared of overgrowth and a security system should be installed.
- 2. The altitude valve is in need of service.
- 3. The check valve is leaking and requires replacement.
- 4. The gate valves at this tank vault will not hold and should be replaced.
- 5. The lighting at this vault is poor. A new light should be installed.

Oak Hill Elevated Tank -

1. The tank is fully operational, and no improvements are recommended at this time.

Stanton Avenue Tank The area under and around the tank should be cleared of overgrowth and a security system should be installed.

The altitude valve is in need of service.

2.

Estimated Costs -

The following table displays the recommended short and long term improvements and their estimated costs. We recommend that the short-term improvements are completed within the next year, and the long-term improvements are completed within the next five years.

Recommended Short and Long Term Capital Improvements and Estimated Costs

| Observation | Recommendation | Estimated Cost | |
|--|--|----------------|--|
| Short Term – 1 Year | | | |
| Quinobequin Pump Station - | | | |
| Pump no. 2 has a bad lower bearing. | Replace lower bearing. | \$5,000 | |
| Pump no. 3 requires a rebuild. | Rebuild pump no. 3. | \$21,000 | |
| There is no intrusion alarm. | Install an intrusion alarm at each door. | \$4,000 | |
| The pump station roof is missing shingles. | Install shingles. | \$1,000 | |
| Station lighting is over 30 years and inadequate. | Upgrade with energy efficient type fixtures. | \$6,000 | |
| Backup floats in the wet well are over seven years old and deteriorated. | Install anchors. | \$1,000 | |
| Grating in the wet well area is not secured. | Replace floats. | \$1,500 | |
| Lighting in the wet well is inadequate. | Upgrade lighting. | \$4,000 | |
| Electric hoist hasn't been inspected. | Inspect the hoist. | \$1,000 | |
| Elliot Stre | eet Pump Station - | | |
| There is no intrusion alarm. | Install an intrusion alarm at each door. | \$4,000 | |
| Concrete hatches and frames over the generator are leaking. | Repair leaks. | \$1,000 | |
| The backup floats in the wetwell are deteriorated. | Replace floats. | \$1,500 | |
| Station lighting is over 20 years old and inadequate. | Upgrade to energy efficient type fixtures. | \$5,000 | |
| The pump room dehumidifier system is deteriorated. | Replace dehumidifier system. | \$10,000 | |
| Edgewater I | Orive Pump Station - | | |
| There is no intrusion alarm. | Install an intrusion alarm at the door. | \$2,500 | |

| Observation | Recommendation | Estimated Cost |
|--|---|----------------|
| Pump and motor no. 2 is deteriorated, and the stuffing box is leaking excessively. | Rebuild pump, motor, and install mechanical seal. | \$6,000 |
| Access ladder to lower pump room doesn't meet OSHA standards. | Install Ladder up safety device. | \$1,500 |
| Islington R | oad Pump Station - | |
| There is no intrusion alarm. | Install an intrusion alarm at the door. | \$2,500 |
| The flow meter is not operating. | Install new flow meter. | \$5,000 |
| All three pumps are severely deteriorated. | Replace pumps. | \$60,000 |
| Station lighting is over 30 years old and inadequate. | Upgrade to energy efficient type fixtures. | \$5,000 |
| Backup floats located in the wet well are deteriorated. | Replace floats. | \$1,500 |
| Three motor starters are original and of the mechanical full speed type | Install VFD's. | \$40,000 |
| Access ladder to lower pump room doesn't meet OSHA standards. | Install ladder up safety device. | \$1,500 |
| Bubbler tubing in the wet well is deteriorated. | Replace tubing. | \$2,000 |
| Prairie Ave | nue Pump Station - | |
| There is no intrusion alarm. | Install an intrusion alarm at the door. | \$2,500 |
| The control panel is deteriorated. | Replace control panel and starters. | \$20,000 |
| Station lighting is over 30 years old and inadequate. | Upgrade to energy efficient type fixtures. | \$5,000 |
| Longfellow 1 | Road Pump Station - | |
| There is no intrusion alarm. | Install an intrusion alarm at access hatch. | \$2,500 |
| The control panel is deteriorated. | Replace control panel. | \$20,000 |
| Waban Ave | nue Pump Station - | |
| There is no intrusion alarm. | Install an intrusion alarm at access hatch. | \$2,500 |
| The control panel is deteriorated. | Replace control panel. | \$20,000 |
| Bubbler tubing is deteriorated. | Replace tubing. | \$2,000 |
| Oldham Ro | oad Pump Station - | |
| Duplex level control panel is deteriorated. | Install a new level control panel. astewater Pump Station- | \$10,000 |
| The pumps are deteriorated. | Rebuild pumps. | \$3,000 |
| | | |

| Observation | Recommendation | Estimated Cost |
|--|---|----------------|
| Grayson L | ane Pump Station - | |
| The control panel is deteriorated. | Replace control panel. | \$10,000 |
| Manet Ro | oad Pump Station - | |
| There is no intrusion alarm. | Install an intrusion alarm at access hatch. | \$2,500 |
| The pumps, motors and drives are deteriorated. | Replace pumps, motors and drives. | \$75,000 |
| Herrick Ro | oad Pump Station - | |
| There is no intrusion alarm. | Install an intrusion alarm at access hatch. | \$2,500 |
| The jockey pump is deteriorated. | Replace pump. | \$5,000 |
| Engine No. 10 Fi | re House (Booster Pump)- | |
| Pump is deteriorated with many hours of operation. | Replace the pump. | \$25,000 |
| Winche | ster Street Tank- | |
| Altitude valve is in need of service. | Service valve. | \$5,000 |
| Check valve leaking and requires replacement. | Replace valve. | \$10,000 |
| Gate valve at the tank will not hold. | Replace valve. | \$15,000 |
| Lighting is inadequate | Install new light. | \$5,000 |
| Altitude valve is in need of service. | n Avenue Tank- Service valve. | \$5,000 |
| Attitude valve is in freed of service. | Service varve. | ψΟ,000 |
| | Subtotal - | \$441,000 |
| | 15% Contingencies - | \$66,000 |
| | Total (Short Term) - | \$507,000 |
| Long Term – Within 5 Years | | |
| Quinobequin W | astewater Pump Station - | |
| Pump No. 1 is severely deteriorated and should be rebuilt. | Rebuild pump no. 1. | \$20,000 |
| Gate valve on the force main in the outside vault will not close | Replace valve. | \$10,000 |
| The level control panel is deteriorated, outdated, and requires replacement. | Install a new level control panel. | \$40,000 |
| 1 1 | stewater Pump Station - | |
| The stuffing box on each pump is leaking excessively. | Install new mechanical seals on each of the four (4) pumps. | \$25,000 |
| The comminutor in the influent channel of the wet well is deteriorated. | Install a new state of the art sewage grinder. | \$42,000 |
| The motor starters are over ten (10) years old and are deteriorated. | Install new motor soft starters on each of the four pumps. | \$80,000 |

| Observation | Recommendation | Estimated Cost (1) | |
|---|---|--------------------|--|
| Concrete pavers and stone in drive are deteriorated. | Repair pavers. | \$5,000 | |
| Level control panel is over 20 years old and uses outdated mechanical type relays and components. | Install a new level control panel. | \$40,000 | |
| Edgewater l | Drive Pumn Station - | | |
| Level control panel is deteriorated | Install a new level control panel. | \$12,000 | |
| Prairie Avenue W | Jastewater Pumn Station - | | |
| Wet well structure is severely deteriorated. | Requires repair or replacement. | \$50,000 | |
| Waban Avenue Pump Station- | | | |
| Wet well structure is deteriorated. | Requires repairs. | \$7,000 | |
| Oldham Road W | Oldham Road Wastewater Pump Station- | | |
| Manhole entrance to station leaks. | Install new H 20 rated hatch. | \$6,000 | |
| Winchester | Street Water Tank - | | |
| There is no security system. | Clear area and install security system. | (2) | |
| Stanton Av | venue Water Tank - | | |
| The area under and around the tank should be | Clear under and around the tank | (2) | |
| cleared and a security system installed. | and install a security system. | () | |
| | Subtotal - | \$337,000 | |
| 15% Contingencies - | | \$50,500 | |
| | Total (Long Term) - | \$387,500 | |
| Total (Short and Long Term) - | j | \$894,500 | |

⁽¹⁾ Includes labor and materials.

As shown in the table above, the estimated cost for the short-term improvements is \$507,000 and \$387,500 for the long-term improvements. Therefore, the total cost of the recommended improvements is estimated at \$894,500.

If you have any questions, please contact me at (978) 532-1900, ext. 2294, or e-mail me at mcintirem@wseinc.com.

Sincerely,

Weston & Sampson CMR, Inc.

Mark L. McIntire President

cc: Frederick Russell, Utilities Director

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⁽²⁾ To be further evaluated by the city.